WORKERS' COMPENSATION & EMPLOYERS LIABILITY POLICY

Michigan Retrospective Premium Endorsement Amendment

This endorsement applies only to the insurance provided by the policy because Michigan is shown in item 3.A of the Information Page.

The Premium Calculations and Payments section of the Retrospective Premium Endorsement is replaced by:

D.   Premium Calculations and Payments

1.   We will calculate the retrospective premium using all loss information we have as of a date six months after the rating plan period ends and annually thereafter.

We may make a special valuation of the retrospective premium as of any date that you are declared bankrupt or insolvent, make an assignment for the benefit of creditors, are involved in reorganization, receivership, or liquidation, or dispose of all your interest in work covered by the insurance. You will pay the amount due us if the retrospective premium is more than the total standard premium as of the special valuation date.

We may make interim calculations of retrospective premium for the first year and the first two years of the rating plan period. We will use all loss information we have as of a date six months after the end of each of these periods.

2.   After a calculation of retrospective premium, you and we may agree that it is the final calculation. No other calculation will be made unless there is clerical error in the final calculation.

3.   After each calculation of retrospective premium, you will pay promptly the amount due us, or we will refund the amount due you. Each insured is responsible for the payment of all standard premium and retrospective premium calculated under this endorsement.

Note 1:   This endorsement is required to be attached to WC 00 05 01, WC 00 05 02, WC 00 05 03, WC 00 05 04 or WC 00 05 05 each time they are issued in Michigan as membership in a rate service organization is prohibited by MCLA 500.2421(a).

Note 2:   The third paragraph of D.1 may be eliminated for one year plan WC 00 05 01.

Note 3:   The company may use its own attachment clause and method of execution.